

## Federal Acquisition Regulation

53.301-25

## 53.301-25 Performance Bonds.

<b>PERFORMANCE BOND</b> (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of contract)		FORM APPROVED OMB NO. <b>9000-0046</b>	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Fair Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0046), Washington, D.C. 20503.</small>					
PRINCIPAL (Legal name and business address)			TYPE OF ORGANIZATION ("X" one)		
			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION		
SURETY(IES) (Name(s) and business address(es))			STATE OF INCORPORATION		
			PENAL SUM OF BOND MILLION(S)    THOUSAND(S)    HUNDRED(S)    CENTS		
			CONTRACT DATE      CONTRACT NO.		

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-Sureties, we, the Sureties, bind ourselves in such sum, jointly and severally as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
		(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	
				\$	
	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.		

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Previous edition not usable

EXPIRATION DATE 12-31-92

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STANDARD FORM 25 (REV. 1-90)  
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